

## **EXHIBIT B**



## Executive Liability Value Proposition

### **Why Choose Chartis for your Executive Liability Coverage needs?**

#### **UNDERWRITING EXPERTISE & MARKET DEDICATION**

- Named the #1 provider of Directors & Officers insurance and Employment Practices Liability insurance <sup>1</sup>
- More than four decades of experience and commitment to the market, offering stable, high-limit capacity with a diverse appetite for risk
- Broad and innovative product offering, including unrivaled international capabilities via our Passport platform
- Ongoing pursuit of outstanding client service through continuous dialogue and client feedback response
- Over 350 dedicated underwriting professionals with an average of 10 years of industry experience
- A dedicated legal staff skilled in developing manuscript solutions tailored to client coverage needs
- Regional offices provide local underwriting presence and authority, delivering expertise and solutions across all lines of business
- Specialized underwriting and claims units focused on key segments, including Errors and Omissions, Financial Institutions, Fidelity and Private and Non-Profit
- Large geographic footprint that benefits companies doing business in multiple international jurisdictions
- Nearly 20,000 unique policyholders<sup>2</sup>

#### **SUPERIOR CLAIMS MANAGEMENT**

- We have a claims staff of 300 who manage 30,000 new claims per year, averaging 2,250 new claims per month
- Our claims management team has an average of 15 years of industry experience for management
- Total payments made by Executive Liability on behalf of its insureds in 2009 totaled more than \$1.9 billion
- Resolved claims exceeding \$9 million in value have increased over 850 percent since 1996 <sup>3</sup>
- The top 25 claims paid by Executive Liability in 2009 totaled over \$300 million

#### **CHARTIS FINANCIAL SNAP-SHOT**

- Chartis U.S. Policyholder Surplus is \$28 billion<sup>4</sup> (increased 58% from 12/31/05 to 12/31/09)
- In 2009, Chartis companies wrote in excess of \$40 billion gross written premiums worldwide
- Chartis has ample resources to pay policyholder claims, paying \$71 million in claims worldwide every business day in 2009
- Objective sources confirm our company's strong financial standing. From rating agencies to broker assessments, metrics in the insurance industry indicate that Chartis remains one of the most financially secure insurance organizations
- Our financial strength combined with our experience, global reach and broad range of product and service offerings, solve the insurance needs of 40 million clients worldwide

#### **STAYING POWER**

Our consistent market leadership and commitment has lasted for more than four decades, while other carriers shift their focus and support from year-to-year. Our global underwriting capacity, philosophy and expertise-coupled with our local presence-enables Executive Liability to assess the most complex risks and respond rapidly when unforeseen events occur.

<sup>1</sup> The Risk and Insurance Management Society 2009 Benchmark Survey <http://www.rims.org/resources/BenchmarkSurvey/Pages/default.aspx>

<sup>2</sup> Does not include Programs or Small Business accounts

<sup>3</sup> NERA Economic Consulting

<sup>4</sup> Year ended December 31, 2009.

## INNOVATIVE SOLUTIONS

### Management Liability

**Executive Edge<sup>SM</sup>**: Primary public company D&O coverage with market leading features, including advancement of covered loss for directors and officers when the company fails or refuses to indemnify for any reason, worldwide investigation and inquiry coverage and a simplified "entity vs. insured" exclusion in place of the "insured vs. insured" exclusion.

**Executive Shield**: Follow form excess Side-A Directors & Officers Liability Insurance with Difference In Conditions coverage that is distinct from other Side-A DIC policies. The policy provides individual directors and officers with the coverage they need to protect themselves and their assets when facing a claim.

**PrivateEdge Plus**: A flexible modular package that offers market-leading management and professional liability coverage for private companies of any size. Choose one or combine multiple coverage options to customize a comprehensive program that meets specific business needs.

**Not-for-Profit-Risk-Protector<sup>®</sup>**: A flexible modular package policy designed to help non-profit organization clients manage their management liability and other liability risks. Choose one or combine multiple coverage options to customize a comprehensive program that meets specific business needs. The policy is available to all non-profit organizations regardless of revenue, asset size or employee count.

**Public Entity Plan and Trustee Protector**: A policy that protects individuals who manage governmental entity employee benefit plans from fiduciary liability exposures.

**Financial Institutions Risk Protector<sup>®</sup>**: A modular package of management and professional liability coverages for private and public financial institutions. Coverages can be bundled into one policy to provide flexible protection tailored for a financial institution's full spectrum of management and professional liability risks.

**Excess Edge<sup>SM</sup>**: Follow form excess management and professional liability coverage that reduces the administrative burden facing brokers and their clients when placing excess insurance for directors and officers liability, employment practices liability, fiduciary liability, errors and omissions liability, and other executive liability exposures.

### Professional Liability

**Specialty Risk Protector<sup>®</sup>**: A modular package of professional liability and data network security coverages for all types of businesses. Businesses can bundle multiple lines of coverage into one policy.

**Corporate Counsel Premier<sup>®</sup>**: Provides general counsel and other in-house attorneys employed by public and private companies with coverage for claims alleging professional malpractice.

**Lawyers Professional Liability Program**: This admitted program provides broad coverage for attorneys and includes crisis management coverage to help mitigate damage to a law firm's reputation.

**Personal Identity Coverage**: Enables organizations to extend expert assistance and financial relief to employees, customers or members who are victims of identity theft. This innovative program combines extensive recovery support as well as reimbursement of costs related to a theft incident.

### Value Added Services

**Passport**: State-of-the-market approach for multinationals to secure locally-admitted insurance that is in sync with local requirements and customs, and written in local language worldwide.

**EPL Pak<sup>®</sup> Premier**: The Employment Practices Liability Loss Prevention Pack offered through Jackson Lewis, LLP, helps insureds proactively mitigate employment practices exposures. The program includes both training programs that help instill proper employment practices within an organization and resources to keep employers informed of changing statutes, regulations and court decisions shaping the employment landscape.

**CrisisFund<sup>®</sup>**: Built-in crisis management enhancement provides policyholders with professional support, including a 24-hour hotline with access to claims specialists, and immediate funds in the event of a serious crisis. Up to \$250,000 of additional policy limits available to cover immediate expenses and an additional \$50,000 limit to retain the services of a public relations or crisis management firm.

**Fidelity Research and Investigative Settle Clause (FRISC)**: A unique provision in Fidelity policies that allows the insured to select an investigative specialist or forensic accountant to determine the facts of the case and quantify the loss. This sets the stage for an efficient, cooperative loss investigation and settlement process that can save the insured time and money. Even if the loss is ultimately determined to not be covered under the policy, the insurer still pays half of the investigation expenses.

**eDiscovery Solutions**: A litigation-management tool devised to create a strategy to handle the collection of electronically stored information throughout litigation.

**Panel Counsel**: Comprised of some of the nation's premier litigators who specialize in defending securities, employment practices, fiduciary liability and technology litigation. Participating law firms have a proven record of achieving litigation success while maximizing litigation efficiency. Consistent superior performance is required to maintain a position on the panel.

For more information about Executive Liability, please contact us at  
[executiveliability@chartisinsurance.com](mailto:executiveliability@chartisinsurance.com) or visit [www.chartisinsurance.com](http://www.chartisinsurance.com).



Chartis is a world leading property-casualty and general insurance organization serving more than 40 million clients in over 160 countries and jurisdictions. With a 90-year history, one of the industry's most extensive ranges of products and services, deep claims expertise and excellent financial strength, Chartis enables its commercial and personal insurance clients alike to manage virtually any risk with confidence.

Chartis is the marketing name for the worldwide property-casualty and general insurance operations of Chartis Inc. For additional information, please visit our website at [www.chartisinsurance.com](http://www.chartisinsurance.com). All products are written by insurance company subsidiaries or affiliates of Chartis Inc. Coverage may not be available in all jurisdictions and is subject to actual policy language. Non-insurance products and services may be provided by independent third parties. Certain coverage may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

**POLICYHOLDER NOTICE**

Thank you for purchasing insurance from the Chartis companies. Chartis insurance companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by Chartis insurance companies to brokers and independent agents in the United States by visiting our website at [www.chartisinsurance.com/producercompensation](http://www.chartisinsurance.com/producercompensation) or by calling 1-800-706-3102.



Chartis Specialty Insurance Company

A capital stock company

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POLICY NUMBER: 01-842-68-53

REPLACEMENT OF POLICY NUMBER: 01-707-82-03

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THIS INSURER IS NOT LICENSED IN THE STATE OF NEW YORK  
AND IS NOT SUBJECT TO ITS SUPERVISION.

**EXCESS INSURANCE POLICY**

**DECLARATIONS**

1.	<b>Insured:</b>	ORACLE CORPORATION			
	<b>Insured's Address:</b>	500 ORACLE PARKWAY REDWOOD SHORES, CA 94065			
2.	<b>POLICY PERIOD:</b>	From:	03/31/2013	To:	03/31/2014
	The <b>Policy Period</b> incepts and expires as of 12:01 A.M. at the <b>Insured's Address</b> .				
3.	<b>PREMIUM:</b> \$ [REDACTED]				
4.	<b>LIMITS OF LIABILITY:</b> \$ [REDACTED] excess of the underlying limit of liability of \$ [REDACTED]				
5.	<b>INSURER</b>				
	(a) <b>INSURER ADDRESS:</b>	175 Water Street New York, NY 10038			

**IN WITNESS WHEREOF**, the **Insurer** has caused this Policy to be signed by its President, Secretary and Authorized Representative. This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



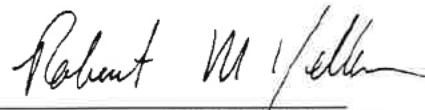
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**PRESIDENT**  
Chartis Specialty Insurance  
Company



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**SECRETARY**  
Chartis Specialty Insurance  
Company



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**AUTHORIZED REPRESENTATIVE**

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COUNTERSIGNED AT

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DATE

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COUNTERSIGNATURE

MARSH USA INC.  
1166 AVENUE OF THE AMERICAS  
NEW YORK, NY 10036-3712

1316111

MNSCPT

2

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ATTACHING TO AND FORMING PART OF POLICY NUMBER #01-842-68-53

In consideration of the premium charged, it is hereby understood and agreed that:

- (a) This Policy incorporates all terms, except as regards the Premium and the amount of the Limits of Liability, set forth in the Primary Policy No. B0509QF009013 ("Primary Policy") on the identical subject matter and risk, and is subordinate to the Primary Policy. In matters regarding claims, the Insurer will accept notification in the same manner and to the extent permitted under the Primary Policy. All notices to the Insurer shall be in writing and mailed to:

**American International Group Claims, Inc.**

**175 Water Street**

**New York, New York 10038**

**Attention: "C-Claims, E&O Claims"**

The Insurer will act on its own behalf with respect to the settlement of claims.

- (b) This Policy incorporates any changes and endorsements of the Primary Policy provided that the Insurer consents to any such changes and endorsements, such consent not to be unreasonably withheld.
- (c) Any changes of insurers or co-insurers, including incomplete placements, are permitted without notice but loss of coverage resulting from any incomplete placement is assumed by the Insured and shall not cause the layer of coverage in which the Insurer participates to drop to a lower level of coverage or increase the participation of the Insurer in such layer of coverage.
- (d) In event of the reduction or exhaustion of the underlying limits of liability by reason of claims paid by the insurer(s) and/or the Insured thereunder, this Policy shall:
  - (i) In the event of reduction, pay the excess of the reduced underlying limit of liability; or
  - (ii) In the event of exhaustion, continue in force as primary insurance;

provided always that in the latter event, this Policy shall only pay the excess of the retention as provided in the Primary Policy.

**ENDORSEMENT# 1**

This endorsement, effective **12:01 am      March 31, 2013** forms a part of  
 policy number **01-842-68-53**  
 issued to **ORACLE CORPORATION**

by **Chartis Specialty Insurance Company**

**RELIANCE UPON OTHER CARRIERS APPLICATION**

In granting coverage under this policy, it is agreed that the Insurer has relied upon the statements and representations contained in the below referenced:

- (i) application (including materials submitted thereto and, if such application is a renewal application all such previous policy applications, and their attachments and materials, for which this policy is a renewal or succeeds in time); and
- (ii) any warranty(ies) provided by the Insureds in connection with any policy for which this policy is a renewal or succeeds in time

as being accurate and complete.

It is further understood and agreed that the Named Insured and the Insureds warrant and represent to the Insurer that the statements and representations made in such application and/or warranty(ies) were accurate on the date such representations and statement were so given and that in connection therewith the Insureds hereby reaffirm each and every statement made in the application and/or warranty(ies) to **Beazley** as accurate as of March 22, 2013 as if it was made to the Insurer on such date. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this policy and are to be considered as incorporated into this policy.

TYPE OF POLICY APPLICATION	CARRIER	DATE SIGNED
<b>AFB MEDIA TECH</b>	<b>Beazley</b>	<b>March, 22, 2013</b>

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

Or Countersignature (In states where applicable)

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**END 1**

**ENDORSEMENT# 2**

This endorsement, effective **12:01 am      March 31, 2013** forms a part of  
policy number **01-842-68-53**  
issued to **ORACLE CORPORATION**

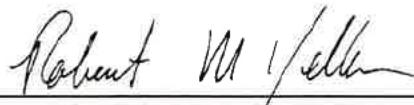
by **Chartis Specialty Insurance Company**

**CANCELLATION AMENDATORY  
(RETURN PRO RATA)**

Wherever used herein: (1) "Policy" means the policy or bond to which this endorsement or rider is made part of; (2) "Insurer" means the "Insurer," "Underwriter," "Company" or other name specifically ascribed in this Policy as the insurance company or underwriter for this Policy; (3) "Named Entity" means the "Named Entity," "Named Corporation," Named Organization," "Named Sponsor," "Named Insured," "First Named Insured," "Insured's Representative," "Policyholder" or equivalent term stated in Item 1 of the Declarations; and (4) "Period" means the "Policy Period," "Bond Period" or equivalent term stated in the Declarations.

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding anything to the contrary in any CANCELLATION or TERMINATION clause of this Policy (and any endorsement or rider amending such cancellation or termination clause, including but not limited to any state cancellation/non-renewal amendatory attached to this policy), if this Policy shall be canceled by the Named Entity, the Insurer shall return to the Named Entity the unearned pro rata proportion of the premium as of the effective date of cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



**AUTHORIZED REPRESENTATIVE**

Or Countersignature (In states where applicable)

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**END 2**

**ENDORSEMENT# 3**

This endorsement, effective **12:01 am      March 31, 2013** forms a part of  
policy number **01-842-68-53**  
issued to **ORACLE CORPORATION**

by **Chartis Specialty Insurance Company**

**SERVICE OF SUIT CLAUSE ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that, in the event of failure of the Insurer to pay any amount claimed to be due under this Policy, the Insurer, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this endorsement constitutes, or should be understood to constitute, a waiver of the Insurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon General Counsel, Legal Department at the Insurer Address, or his or her representative, and that in any suit instituted against the Insurer upon this contract, the Insurer will abide by the final decision of such court or of any appellate court in the event of any appeal. Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Insurer hereby designates the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named General Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



**AUTHORIZED REPRESENTATIVE**

Or Countersignature (In states where applicable)

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**END 3**

MNSCPT

**ENDORSEMENT# 4**

This endorsement, effective 12:01 am      **March 31, 2013**      forms a part of  
policy number **01-842-68-53**  
issued to **ORACLE CORPORATION**

by      **Chartis Specialty Insurance Company**

**NOTICE OF CLAIM  
(REPORTING BY E-MAIL)**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. **Email Reporting of Claims:** In addition to the postal address set forth for any Notice of Claim Reporting under this policy, such notice may also be given in writing pursuant to the policy's other terms and conditions to the Insurer by email at the following email address:  
**c-claim@chartisinsurance.com**  
Your email must reference the policy number for this policy. The date of the Insurer's receipt of the emailed notice shall constitute the date of notice.  
In addition to Notice of Claim Reporting via email, notice may also be given to the Insurer by mailing such notice to: Chartis, Financial Lines Claims, P.O. Box 25947, Shawnee Mission, KS 66225 or faxing such notice to (866) 227-1750.
2. **Definitions:** For this endorsement only, the following definitions shall apply:
  - (a) "Insurer" means the "Insurer," "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
  - (b) "Notice of Claim Reporting" means "notice of claim/circumstance," "notice of loss" or other reference in the policy designated for reporting of claims, loss or occurrences or situations that may give rise or result in loss under this policy.
  - (c) "Policy" means the policy, bond or other insurance product to which this endorsement is attached.
3. This endorsement does not apply to any Kidnap & Ransom/Extortion Coverage Section, if any, provided by this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



**AUTHORIZED REPRESENTATIVE**

Or Countersignature (In states where applicable)

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**END 004**

**ENDORSEMENT# 5**

This endorsement, effective **12:01 am      March 31, 2013** forms a part of  
policy number **01-842-68-53**  
issued to **ORACLE CORPORATION**

by **Chartis Specialty Insurance Company**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COVERAGE TERRITORY ENDORSEMENT**

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



**AUTHORIZED REPRESENTATIVE**

Or Countersignature (In states where applicable)

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**END 005**

**ENDORSEMENT# 6**

This endorsement, effective 12:01 am      **March 31, 2013**      forms a part of  
 policy number **01-842-68-53**  
 issued to **ORACLE CORPORATION**

by      *Chartis Specialty Insurance Company*

**FORMS INDEX ENDORSEMENT**

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
MNSCPT		ORACLE MANUSCRIPT MOI EXCESS INSURANCE POLICY - CSIC DECLARATIONS
MNSCPT		ORACLE MANUSCRIPT MOI EXCESS INSURANCE POLICY - CSIC GUTS
98931	04/08	RELIANCE UPON OTHER CARRIERS APPLICATION
101036	04/09	CANCELLATION AMENDATORY
MNSCPT		SERVICE OF SUIT CLAUSE ENDORSEMENT
99758	08/08	NOTICE OF CLAIM (REPORTING BY E-MAIL)
89644	07/05	COVERAGE TERRITORY ENDORSEMENT (OFAC)
78859	10/01	FORMS INDEX ENDORSEMENT

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



**AUTHORIZED REPRESENTATIVE**  
 Or Countersignature (In states where applicable)

***END 006***



## CLAIM REPORTING FORM

Issuing Company: *Chartis Specialty Insurance Company*

Reported under Policy/Bond Number: 01-842-68-53 Date: \_\_\_\_\_

Type of Coverage: D&O \_\_\_\_\_ E&O \_\_\_\_\_ Fidelity \_\_\_\_\_ (complete the Fidelity Supplemental on the next page)

Insured's Name, as given on Policy Declarations (Face Page):

ORACLE CORPORATION

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Ext \_\_\_\_\_

eMail: \_\_\_\_\_ @ \_\_\_\_\_

Case or Claimant Name: \_\_\_\_\_

If the party involved is different from "Insured" Name (as given on Policy Declarations) state relationship:

Insurance Broker/Agent: MARSH USA INC.

Address: 1166 AVENUE OF THE AMERICAS, NEW YORK, NY 10036-3712

Address: \_\_\_\_\_

Contact: Lindy Connery Phone: \_\_\_\_\_

eMail: Lindy.Connery@marsh.com

Send Notice of Claims to:

Chartis  
Financial Lines Claims  
P.O. Box 25947  
Shawnee Mission, KS 66225

Phone: (888) 602- 5246  
Fax: (866) 227- 1750  
Email: c-Claim@chartisinsurance.com



**CLAIM REPORTING FORM  
FIDELITY SUPPLEMENTAL**

**(Only complete this supplemental if the Claim is being reported under Fidelity Coverage)**

Issuing Company: *Chartis Specialty Insurance Company*

Reported under Policy/Bond Number: 01-842-68-53

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Date of Discovery: \_\_\_\_\_ Estimated Amount of loss: \_\_\_\_\_

Cause of Loss: Employee Dishonesty	_____	Computer Fraud	_____
Funds Transfer	_____	Robbery/Burglary	_____
ID Theft	_____	Forgery	_____
Client Property	_____	In Transit	_____
ERISA	_____	Credit Card Forgery	_____
Other	_____	if Other, describe:	_____

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Send Notice Of Claims To: Chartis  
Financial Lines Claims  
P.O. Box 25947  
Shawnee Mission, KS 66225

Phone: (888) 602- 5246  
Fax: (866) 227- 1750  
Email: [c-Claim@chartisinsurance.com](mailto:c-Claim@chartisinsurance.com)